



26-31-09-171

Communication & Media Related Services

Issue Date: 8/16/2026

Questions Deadline: 9/3/2026 02:00 PM (CT)

Response Deadline: 9/17/2026 02:00 PM (CT)

Contact Information

Contact: Nikki Jenkins

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Event Information

Number: 26-31-09-171
Title: Communication & Media Related Services
Type: Request for Proposal (Sealed)
Issue Date: 8/16/2026
Question Deadline: 9/3/2026 02:00 PM (CT)
Response Deadline: 9/17/2026 02:00 PM (CT)
Notes: The Killeen Independent School District is seeking proposals for the purchase of Communications & Media Related Services as outlined in this RFP. This is a percent discount bid for catalog prices of communications & media related services. Killeen ISD will accept multiple awards to vendors offering the competitive pricing thus allowing the District to choose different vendors best meeting its requirements, based on price, availability, convenience, reliability, responsiveness, and track record. Such purchases will be made on an as needed basis.

This contract will be effective on or around September 30, 2026 through September 29, 2027 and may be renewed for four (4) additional years in one (1) year increments, based upon availability of funding and providing that both parties are in agreement.

The District, through its duly authorized constituted officials, reserves the right to accept any offer in its entirety or in part, any offer deemed most advantageous to the Killeen Independent School District and to waive any formalities in bidding.

All questions received and the corresponding answers will be distributed to all bidders via the electronic bid system. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Event Details. The District will not respond to questions after this time and date. The vendors will be responsible for checking the website for any posted Q&A.

Bid Activities

1st Ad Run	8/16/2026
Legal notice of publication in the Killeen Daily Herald newspaper.	
Request for Proposals Issued	8/16/2026 9:00:00 AM (CT)
2nd Ad Run	8/23/2026
Legal notice of publication in the Killeen Daily Herald newspaper.	
Question Cutoff	9/3/2026 2:00:00 PM (CT)
Responses Due	9/17/2026 2:00:00 PM (CT)
Contract Effective Date	9/30/2026
1st Renewal	9/30/2027
2nd Renewal	9/30/2028
3rd Renewal	9/30/2029
4th Renewal (Final)	9/30/2030

Bid Attachments

KISD_Terms_and_Conditions 6-17-2024.pdf KISD Terms & Conditions	View Online
Form W-9 Request for Taxpayer Identification.pdf Must be completed and uploaded to the "Response Attachments" tab.	View Online
Form CIQ (Conflict of Interest) 2024.pdf Must be completed and uploaded to the "Response Attachments" tab if a conflict exists.	View Online

Requested Attachments

- W-9 Request for Taxpayer Identification**
(Attachment required)
Please submit a W-9 dated during the current calendar year.
- Conflict of Interest Questionnaire**
You are only required to submit the CIQ if a conflict exists.
- Full Price List**
Percent discount offered off standard prices.

Bid Attributes

1	INSTRUCTIONS TO PROPOSERS Request For Proposals ("RFP") Communications & Media Related Services #26-31-09-171 SUBMITTAL DEADLINE: Thursday, September 17, 2026 at 2:00 PM (CT) There are several attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. Attributes requiring a response are indicated by a red asterisk (*). The system will not allow you to submit a response to this opportunity if all required attributes have not been completed. Electronic Submittal: The District prefers responses to be submitted online via our electronic system. There are several attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. Attributes requiring a response are indicated by a red asterisk (*). The system will not allow you to submit a response to this opportunity if all required attributes have not been completed. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if applicable** Manual Submittal: Submissions may be submitted manually if access to the electronic system is not available. Manual submissions must be delivered to the Purchasing Office at the address below, in a sealed envelope one (1) paper copy and one (1) digital USB copy of the proposal clearly labeled with the RFP Title and # by the close date and time stated in this bid event. No fax or email submissions will be accepted. Only one format is needed. For any questions, please contact the Purchasing Office at 254-336-0093. Killeen Independent School District Attn: Nikki Jenkins, Purchasing Specialist Purchasing Department 2301 Atkinson Avenue Portable #2 Killeen, TX 76543
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Respondents are highly encouraged to submit their electronic responses with plenty of time in advance (Minimum 4 hours early) of the submission deadline indicated to ensure a timely response.

The District will not be responsible for any lateness of receipt due to any circumstances out of the District's direct control, including but not limited to, improper planning by vendors to submit a response by the submission deadline, technical difficulties, Internet connectivity issues, etc.

Communications Statement: Contact between vendors and District personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact District personnel may result in disqualification. All communication shall go through the Purchasing Office during this process. All questions received and the corresponding answers will be distributed to all bidders via the electronic bid system. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Event Details and the District will not respond to questions after this time and date. The vendors will be responsible for checking the website for any posted Q&A.

Federal Fund Considerations: Any proposals that may result in the expenditure of federal funds will follow the requirements for evaluation with appropriate considerations as outlined in The Code of Federal Regulations (CFR). In addition to the criteria stated above, the following considerations will be taken into account for award recommendations:

- (a) the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference;
- (b) when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract;
- (c) impact on the District's ability to comply with laws and rules relating to historically underutilized businesses to provide for consideration to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;
- (d) for each contract in which there is no price competition, and in all cases where cost analysis is performed, consideration of profit as a separate element of the price shall be made, and to establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Samples: Upon request, samples shall be furnished, free of cost to the District. Submissions may no longer be considered for failing to submit samples as requested.

Formation of Contract: A response to this solicitation is an offer to contract with Killeen ISD based upon the terms, conditions, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Killeen ISD. A Contract is formed when Killeen ISD's board of trustees, or Director of Purchasing Services, approves the bid recommendation as presented.

Notification of Award: Successful proposers will receive an electronic notification at the time of award from Killeen ISD via email. All awarded respondents will receive an electronic notification of award via IonWave ("Killeen ISD Bid System") once the submittal deadline has passed.

Multiple Awards: Killeen ISD reserves the right to award contract(s) to multiple proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Killeen ISD. Qualified proposers will be reviewed based on goods/services offered in accordance with the solicitation, completion of required forms, acceptance of all terms and conditions, and any other relevant factors listed in the solicitation. Multiple award contracts enable the district to request quotes on an "as needed" basis from awarded vendors, allowing end users to choose different vendors best meeting requirements based on price, availability, convenience, reliability, responsiveness and track record. District employees will reach out for an official quote at the time of need.

Non-Exclusive: Any contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Killeen ISD. Killeen ISD reserves the right to obtain like goods and services from other sources. Killeen ISD makes no guarantee of quantity or purchase throughout the life of the contract.

Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Standard Time. Protests shall be filed with George Ybarra, Director of Purchasing Services, and sent to the Killeen ISD Purchasing office at: 2301

Atkinson Avenue, Killeen, TX, 76543. Protests shall include the following:

- a) Name, address and telephone number of protester;
- b) Original signature of protester or its representative;
- c) Identification of the solicitation by RFP number and title;
- d) Detailed statement of legal and factual grounds including copies of relevant documents; and
- e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

2 TERM OF AGREEMENT

The term of agreement will be effective on or around September 30, 2026 through September 29, 2027 and may be renewed for four (4) additional years in one (1) year increments, providing that both parties are in agreement.

3 SCOPE OF PRODUCTS/SERVICES

OVERVIEW:

The District is looking for qualified vendors to provide communications and media related services including but not limited to the specialties outlined below:

Advertising Agency Services
Advertising and Public Relations
Advertising Services, Outdoor Billboard, etc.
Audio Production Services
Audio Recording Services
Audio Media Duplicating Services, Including Cassettes, CD ROMs, Tapes, etc.
Audio and Video Production Services
Advertising, Digital
Broadcasting Services, Radio
Broadcasting Services, Television
Communications Marketing Services
Cable Television Services, Including Pay-Per-View Services
Editorial Services
DVD Duplicating Services
Film and Slide Processing, Duplicating and Touch Up Services
Film, Slide and Tape Production Services
Graphic Arts Services, Not Printing
Journalistic Services, Including Page Print Services
Photograph Services, Including Reprinting and Usage
Microfiche and Microfilming Services
Newspaper and Publication Advertising
Photography Services, Not Including Aerial Photography
Public Information Services, Including Press Releases
Radio Commercial Production Services
Television Commercial Production Services
Video Production Services
Video Recording Services
Video Media Duplicating and Production Service
Web Page Design, Management and Maintenance Services

This proposal requires a response to a line item located under the Line Items Tab.

- The line item requires a numeric value.
- If not applicable, you must respond with "0".
- If discounts/price vary based on product, indicate by responding with "0".

You may add a price list under the response attachment tab.

If no response is provided on this line item it will be considered a no bid and not considered further in the proposal.

4 PROPOSAL REQUIREMENTS/CERTIFICATIONS

THE FOLLOWING ATTRIBUTES REQUIRE A RESPONSE

5 TEXAS EDUCATION CODE §44.034. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) further states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please select one of the following:

☐ My company is a publicly-held corporation. ☐ Company owned/operated by a convicted felon.

☐ Company NOT owned/operated by a convicted felon.

(Required: Check only one)

6 FELONY CONVICTION DETAILS

If selected above that your company is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction.

(Optional: Maximum 4000 characters allowed)

7 TEXAS EDUCATION CODE §22.834. CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN CONTRACT EMPLOYEES

(a)Except as provided by Subsection (a-1), this subsection applies to a person who is not an applicant for or holder of a certificate under Subchapter B, Chapter 21 (Educators), and who on or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:

(1)the employee or applicant has or will have continuing duties related to the contracted services; and

(2)the employee or applicant has or will have direct contact with students.

(a-1)This section does not apply to a contracting entity, subcontracting entity, or other person subject to Section 22.08341 (Criminal History Record Information Review by Certain Public Works Contractors).

(b)A person to whom Subsection (a) applies must submit to a national criminal history record information review under this section before being employed or serving in a capacity described by that subsection.

(c)Before or immediately after employing or securing the services of a person to whom Subsection (a) applies, the entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall send or ensure that the person sends to the department information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs. The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845 (Criminal History Clearinghouse), Government Code.

(d)An entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall obtain all criminal history record information that relates to a person to whom Subsection (a) applies through the criminal history clearinghouse as provided by Section 411.0845 (Criminal History Clearinghouse), Government Code. The entity shall certify to the school district that the entity has received all criminal history record information relating to a person to whom Subsection (a) applies.

(e)A school district, open-enrollment charter school, or shared services arrangement may obtain the criminal history record information of a person to whom this section applies through the criminal history clearinghouse as provided by Section 411.0845 (Criminal History Clearinghouse), Government Code.

(f)In the event of an emergency, a school district may allow a person to whom Subsection (a) or (g) applies to enter school district property if the person is accompanied by a district employee. A school district may adopt rules regarding an emergency situation under this subsection.

(g)An entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services shall obtain from any law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), all criminal history record information that relates to an employee of the entity who is employed before January 1, 2008, and who is not subject to a national criminal history record information review under Subsection (b) if:

(1)the employee has continuing duties related to the contracted services; and

(2)the employee has direct contact with students.

(h)A school district, open-enrollment charter school, or shared services arrangement may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a person to whom Subsection (g) applies.

(i)An entity shall certify to a school district that it has received all criminal history record information required by Subsection (g).

(j)The commissioner may adopt rules as necessary to implement this section.

(k)The requirements of this section apply to an entity that contracts directly with a school district, open-enrollment charter school, or shared services arrangement and any subcontractor of the entity.

(l)A contracting entity shall require that a subcontracting entity obtain all criminal history record information that relates to an employee to whom Subsection (a) applies. If a contracting or subcontracting entity determines that Subsection (a) does not apply to an employee, the contracting or subcontracting entity shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that Subsection (a) did not apply to the employee continue to exist throughout the time that the contracted services are provided.

(m)A contracting entity complies with the requirements of this section if the contracting entity obtains a written statement from each subcontracting entity certifying that the subcontracting entity has obtained the required criminal history record information for employees of the subcontracting entity and the subcontracting entity has obtained certification from each of the subcontracting entity's subcontractors.

(n)A subcontracting entity must certify to the school district, open-enrollment charter school, or shared services arrangement and the contracting entity that the subcontracting entity has obtained all criminal history record information that relates to an employee to whom Subsection (a) applies and has obtained similar written certifications from the subcontracting entity's subcontractors.

(o)A contracting or subcontracting entity may not permit an employee to whom Subsection (a) applies to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Section 22.085(a).

(p)In this section:

(1)"Contracting entity" means an entity that contracts directly with a school district, open-enrollment charter school, or shared services arrangement to provide services to the school district, open-enrollment charter school, or shared services arrangement.

(2)"Subcontracting entity" means an entity that contracts with another entity that is not a school district, open-enrollment charter school, or shared services arrangement to provide services to a school district, open-enrollment charter school, or shared services arrangement.

Vendor agrees that they have read and will comply with requirements under Section 22.834 of the Education Code.

☐ I understand and agree ☐ I do not agree

(Required: Check only one)

8 LOCAL GOVERNMENT CODE Ch. 176 - DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A proposer commits an offense if the proposer knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Does this proposer have conflict of interest with Killeen Independent School District?

***If yes, proposer must complete the Conflict of Interest Questionnaire form included under the "Attachments" tab and upload to the "Response Attachments" tab prior to submission.**

☐ Yes ☐ No

(Required: Check only one)

9 GOVERNMENT CODE Ch. 2274. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Proposer represents and warrants to District that the proposer does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

☐ I agree ☐ I do not agree

(Required: Check only one)

10 GOVERNMENT CODE Ch. 809. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Proposer represents and warrants to District that proposer does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

☐ I agree ☐ I do not agree

(Required: Check only one)

11 TEXAS GOVERNMENT CODE CH. 2270. PROHIBITION ON INVESTING PUBLIC MONEY IN CERTAIN INVESTMENTS

Pursuant to Texas Government Code Chapter 2270, proposer represents and warrants to the District that proposer does not boycott Israel and will not boycott Israel during the term of this Agreement.

☐ I agree ☐ I do not agree

(Required: Check only one)

12 TEXAS GOVERNMENT CODE Ch. 2252. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

Proposer complies with Senate Bill 252, which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller in order to do business with the District.

☐ I agree ☐ I do not agree

(Required: Check only one)

13 GOVERNMENT CODE SECTION 305.002. REGISTRATION OF LOBBYISTS

Do you or your organization intend to use funds received from Killeen Independent School District either directly or indirectly to influence or attempt to influence the outcome of legislation or administrative action, as those terms are defined in Section 305.002, Government Code?

☐ Yes ☐ No

(Required: Check only one)

14 REGISTRATION OF LOBBYISTS - DISCLOSURE OF AMOUNT

If selected yes above, provide the amount or percentage which would fall within the language above. The school district is required to list this amount as a separate line item.

(Optional: Maximum 1000 characters allowed)

15 NON-COLLUSION STATEMENT

Vendors are required to certify a Non-Collusion Statement. Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against KISD or any person interested in the proposed contract, and that all statements in said proposal are true.

☐ Vendor agrees

☐ Vendor does not agree

(Required: Check all that apply)

16 RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

☐ Resident Proposer ☐ Nonresident Proposer

(Required: Check only one)

17 PRINCIPAL PLACE OF BUSINESS

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, KISD must determine the residency of its vendors. KISD may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T. CODE 2252.003. This requirement does not apply to a contract involving federal funds. "Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE 2252.001.

What is your company's principal place of business? Please provide city and state.

(Required: Maximum 1000 characters allowed)

1
8 **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

☐ Yes ☐ No

(Required: Check only one)

1
9 **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR PART 200**

The following certifications and provisions are required and shall apply when Killeen Independent School District ("KISD") expends federal funds for goods and/or services. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by KISD and KISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, the parties agree that the following terms and conditions apply to all applicable contracts between KISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.

☐ I understand

(Required: Check if applicable)

2
0 **(A) BREACH OF CONTRACT**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by KISD, KISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

2
1**(B) TERMINATION FOR CAUSE AND CONVENIENCE (CONTRACTS IN EXCESS OF \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by KISD, KISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order;
- (2) make any payments owed; or
- (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

KISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if KISD believes, in its sole discretion that it is in the best interest of KISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by

KISD as of the termination date if the contract is terminated for convenience of KISD. Any award under this procurement process is not exclusive and KISD reserves the right to purchase goods and services from other vendors when it is in the best interest of KISD.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

2
2**(C) EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by KISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

☐ Yes

☐ No

(Required: Check all that apply)

2
3**(F) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by KISD, the vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

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(G) CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by KISD, the vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

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(H) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by KISD, the vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, the vendor certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

26 (I) BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by KISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by KISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

(J) CONTRACT COST AND PRICE §200.323

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) above, when federal funds are expended by KISD, Vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

2
8**(K) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by KISD, Vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

Does Vendor Agree?

☐ Yes

☐ No

(Required: Check all that apply)

2
9**(L) DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

☐ Yes ☐ No

(Required: Check only one)

3
0

PROCUREMENT OF RECOVERED MATERIALS

When federal funds are expended, KISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by KISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

3
1

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS - 2 CFR § 200.333

When federal funds are expended by KISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

3
2

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by KISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does the vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

**3
3 CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100k OF FEDERAL FUNDS**

When federal funds are expended by KISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does the vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

**3
4 CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of KISD not to discriminate on the basis of race, color, national origin, sex, religion, age, disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

**3
5 CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does the vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

**3
6 CERTIFICATION OF ACCESS TO RECORDS - 2CFR § 200.336**

Vendor agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, Killeen Independent School District, or any of their authorized representatives must have the right of access to any documents, papers, or other records of Vendor which are directly pertinent to Vendor's discharge of its obligations under the Contract in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion related to such documents.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

3
7**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

3
8**ACCEPTANCE OF FEDERAL, STATE, AND LOCAL LAWS**

Vendor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Does vendor agree?

☐ Yes

☐ No

(Required: Check all that apply)

3
9**PROPOSER INFORMATION**

PLEASE PROVIDE INFORMATION ABOUT THE "COMPANY" (CORPORATION, FIRM, PARTNERSHIP, OR INDIVIDUAL) SUBMITTING THIS PROPOSAL

4
0**COMPANY/INDIVIDUAL NAME**

Full legal name of individual/company as it appears on your W-9 - Request For Taxpayer Identification.

(Required: Maximum 1000 characters allowed)

4
1**COOPERATIVE CONTRACTS**

Please indicate if your company is a member of any of the cooperatives listed below. Check all that apply.

☐ 1GPA

☐ Buyboard

☐ DIR

☐ HCDE/Choice Partners

☐ OMNIA

☐ PACE

☐ Sourcewell

☐ TIPS

☐ TXMAS

(Optional: Check all that apply)

4
2**COOPERATIVE CONTRACTS - EDGAR COMPLIANCE**

If referencing pricing from a cooperative contract, is the contract EDGAR compliant?

☐ Yes ☐ No

(Optional: Check only one)

4 **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

3

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to as a "HUB" is encouraged to indicate its HUB certification status. The District will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification.

☐ Minority Owned Business

☐ Women Owned Business

☐ Service-Disabled Veteran Owned Business

(Optional: Check all that apply)

4 **HUB CERTIFICATION NUMBER**

4

If stated that your company has been certified as any of the "HUB" above, please provide your certification number.

(Optional: Maximum 1000 characters allowed)

4 **HUB CERTIFYING AGENCY**

5

If stated that your company has been certified as any of the "HUB" above, please provide your certification number.

(Optional: Maximum 1000 characters allowed)

4 **CTPA Interlocal Agreement**

6

Educational entities in the surrounding Killeen Independent School District area have indicated an interest in participating under any resulting contract. Should these Educational entities decide to participate in any resulting contract, would you, (the vendor), agree that all terms, conditions, specifications, and pricing contained herein would apply? ***Educational entities utilizing interlocal agreements with the Killeen Independent School District will be eligible, but not obligated, to purchase materials/services under the contracts(s) awarded as a result of this solicitation. All purchases by Educational entity other than Killeen Independent School District will be billed directly to that Educational entity and paid by that Educational entity. Killeen Independent School District will not be directly responsible for another Educational entity's debts. Each Educational entity will order its own material/service as needed.

☐ Agree ☐ Do not agree

(Required: Check only one)

4
7

REMIT ADDRESS

Please provide the "Remit to Address" including the following:

Mailing Address

City

State

Zip Code

(Required: Maximum 4000 characters allowed)

4
8

ORDER ADDRESS

Please provide the "Order Address" including the following:

Mailing Address

City

State

Zip Code

(Required: Maximum 4000 characters allowed)

4
9

District Purchase Order Policy Agreement

Items and/or services are to be delivered to Killeen Independent School District ONLY when a district approved purchase order has been received by your company. Under no circumstances should items and/or services be provided to the District without a properly drawn District purchase order. Without a District purchase order you are NOT GUARANTEED PAYMENT and the item and/or service you are providing could be constituted as a donation to the district.

Please inform any staff member that handles the Killeen Independent School District account of these procedures.

Please check if you agree to the Killeen ISD Purchase Order Policy.

☐ I agree.

(Required: Check if applicable)

5
0

PURCHASE ORDER EMAIL ADDRESS

Please indicate the email address that should be used to send purchase orders for processing.

(Required: Email address)

5
1

CONTACT NAME

Please provide the name for the main contact or local representative that will handle our account.

(Required: Maximum 1000 characters allowed)

5
2

CONTACT EMAIL

Please provide the email address for the main contact or local representative that will handle our account.

(Required: Email address)

5
3

CONTACT PHONE

Please provide the phone number for the main contact or local representative that will handle our account.

 (____) ____ - ____ ext:

(Required)

5
4

WEBSITE

Please provide your website if applicable.

(Optional: Enter URL)

5
5

QUOTE REQUESTS

Please provide the email address that should be used to request quotes.

(Required: Email address)

5
6

Subsequent (Supplemental) Proposals

The District may elect to issue subsequent (supplemental) proposals and approve additional vendors for the same or similar items/ services during the agreement period if it is determined to be in the best interest of the District. Vendors that have responded successfully to the original or subsequent proposals do not have to respond to other subsequent proposals.

☐ I understand

(Required: Check if applicable)

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

You have carefully examined and understand all information and documentation associated with this Request for Proposal, including the Instructions to Proposers, Killeen ISD Terms and Conditions, attachments/forms, and line items (when applicable). In the event that you take exception to, or intend to deviate from any of the Killeen ISD Terms & Conditions, all such changes must be documented on a "tracked change" PDF or similar document which indicates the Section # and/or letter and uploaded as an attachment with your proposal. No others will be claimed;

The individual submitting this proposal has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services;

The individual submitting this proposal is duly authorized to enter into the contractual relationship represented by this Request for Proposal on your behalf and bind you to the requirements, and such individual (and any individual signing a form or proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required;

You affirm that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Proposer and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

You have carefully reviewed your proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the District to take such action as it deems appropriate to verify such information; and

Any misstatement, falsification, or omission in your proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Request for Proposal, termination of a contract award, or any other remedy or action provided for in the Killeen ISD Terms and Conditions or by law.

☐ I acknowledge
(Required: Check if applicable)

Bid Lines

1 Percent discount offered off standard prices.

Quantity: 1 UOM: EA

Total: %

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Print Name

Signature